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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

JR APPAREL WORLD LLC,

Plaintiff,

v.

BOOHOO.COM UK LIMITED,

Defendant.

Civil Action No. 2:24-cv-5697

COMPLAINT

(Trademark Infringement, Unfair
Competition, Trademark Dilution, and
Injury to Business Reputation)

DEMAND FOR JURY TRIAL

Plaintiff JR Apparel World LLC (“JR Apparel”), by and through its undersigned counsel, pursuant to Federal Trademark Law, commonly referred to as the Lanham Act, 15 U.S.C. § 1051, *et seq.*, New York General Business Law, and New York common law, hereby asserts claims of federal trademark infringement, unfair competition, and dilution; state injury to business reputation and dilution; and common law trademark infringement and unfair competition against Boohoo.com UK Limited (“Boohoo.com”).

I. INTRODUCTION

JR Apparel seeks (1) injunctive relief against Boohoo.com’s unauthorized use and exploitation of JR Apparel’s trademark rights and (2) damages arising from Boohoo.com’s past acts of trademark infringement and unfair practices in violation of the Lanham Act, New York State General Business Law, and New York common law.

II. PARTIES

1. JR Apparel is a New York limited liability company whose principal address is PO Box 846, Syosset, New York 11791.

2. Upon information and belief, Boohoo.com is a company registered in England and Wales with a registered office at 49/51 Dale Street, Manchester, England M1 2HF.

III. JURISDICTION AND VENUE

3. Jurisdiction of this Court for the causes of action of federal trademark infringement, unfair competition, and dilution under the trademark laws of the United States, namely, the Trademark Act of July 5, 1946, commonly referred to as the Lanham Act, 15 U.S.C. § 1051 *et seq.*, as amended, is pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has supplemental jurisdiction over the related claims arising under New York law pursuant to 28 U.S.C. § 1367.

5. This Court has personal jurisdiction over Boohoo.com under CPLR § 302(a)(3)(ii) because, upon information and belief, Boohoo.com has (a) committed a tortious act without the state causing injury to person or property within the state; (b) expects or should reasonably expect the act to have consequences in the state; and (c) derives substantial revenue from interstate or international commerce.

6. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(2) because a substantial part of the property that is the subject of the action is situated in this district. Venue is also proper in this judicial district under 28 U.S.C. § 1391(c)(3) because Boohoo.com is not a resident of the United States and may be sued in any judicial district.

IV. FACTS COMMON TO ALL CLAIMS FOR RELIEF

A. JR Apparel's Business

7. In 1975, JR Apparel's predecessor, International Trends, LTD. ("International Trends"), founded the world-famous MEMBERS ONLY brand.

8. International Trends' and its successors' substantial advertising, marketing, and sales of goods bearing the MEMBERS ONLY mark, particularly the MEMBERS ONLY Iconic Racer Jacket, have caused the MEMBERS ONLY mark to achieve tremendous popularity and become widely recognized as an iconic trademark. An exemplary example of the MEMBERS ONLY Iconic Racer Jacket is shown below:



9. In 2012, JR Apparel acquired the MEMBERS ONLY brand, trademarks, trade dress, and associated goodwill from a successor of International Trends. JR Apparel has since spent considerable time and money expanding MEMBERS ONLY from its core product line into a complete lifestyle brand.

10. Since 2013, JR Apparel has been offering for sale and selling MEMBERS ONLY goods, including a wide range of apparel items, continuously and substantially exclusively throughout the United States. For example, JR Apparel sells MEMBERS ONLY merchandise through a wide variety of trade channels, including but not limited to department stores (e.g., Macy's, Nordstrom, Target, etc.), online or e-commerce retailers (e.g., Amazon.com, Walmart.com, etc.), and specialty stores (e.g., Zumiez). In addition, JR Apparel promotes, offers for sale, and sells MEMBERS ONLY merchandise through its website <https://membersonly.com/> and its various social media accounts (e.g., <https://www.instagram.com/membersonlyusa/?hl=en>).

11. JR Apparel has also collaborated with well-known companies such as Warner Bros. Entertainment, Inc., Nickelodeon, etc., concerning specialty and/or limited edition cross-promotion MEMBERS ONLY merchandise. In addition, JR Apparel has similarly collaborated with well-known professional sports teams such as the Cleveland Cavaliers, Jacksonville Jaguars, New York Islanders, etc., and MEMBERS ONLY merchandise has consequently been advertised and/or sold within arenas and/or sports complexes.

12. The MEMBERS ONLY Iconic Racer Jacket, which prominently features the MEMBERS ONLY mark on the front left chest pocket of the jacket, has appeared in numerous contemporary and popular movies and television shows such as *Air*, *Despicable Me 4*, *Cocaine Bear*, *Candy*, *Double Threat*, *Wedding Season*, *Jury Duty*, *The Bear*, *Acapulco*, *Bridge and Tunnel*, *Wonder Woman 1984*, *Valley Girl*, *Gravesend Season 2*, *Mixed-ish*, *The Boys*, *Just Mercy*, *The Dirt*,

Ouija House, The Chi, Glow, The Deuce, Snowfall, Stranger Things, Animal Kingdom, Narcos, Trainwreck, SouthPaw, The Unbreakable Kimmy Schmidt, Neighbors, The Judge, Anchorman 2: The Legend Continues, Brooklyn Nine-Nine, Ray Donovan, Blue Jasmine, Grudge Match, Argo, Hall Pass, Teen Wolf, The Other Guys, The Walking Dead, NCIS Los Angeles, Glee, The Love Guru, Heroes, Friday Night Lights, Talladega Nights, Find Me Guilty, The Pursuit of Happyness, Shallow Hal, Curb Your Enthusiasm, Bedazzled, The Sopranos, Will & Grace, Seinfeld, Mr. Belvedere, The Goonies, and Cannonball Run II, to name just a few.

13. The MEMBERS ONLY Iconic Racer Jacket has also been popularized by a wide variety of past and present entertainers and celebrities such as Frank Sinatra, Freddie Mercury, Robert De Niro, Billy Joel, Anne Hathaway, Patrick Stewart, Andersen Cooper, Zac Efron, Jordon Sparks, Justin Bieber, Jessica Alba, Matt Damon, Alden Ehrenreich, David Brown, Pablo Schreiber, Kevin Joy, Rizwan Manji, Ebon Moss-Bachrach, Wes Tian, Chord Overstreet, Brian Muller, Chris Pine, Logal Paul, Chazz Palminteri, Mak-Paul Gosselaar, Sean Patrick Flannery, Michael B. Jordan, Pete Davidson, Nathaniel Meek, Alex R. Hibbert, Rich Sommer, Chris Coy, Damson Idris, Steve Harrington, Shawn Hatosy, Boyd Holbrook, Colin Quinn, Forest Whitaker, Ellie Kemper, Rose Byrne, Robert Duvall, Aubrey Drake Graham (“Drake”), Andy Samberg, Jon Voight, Andrew Dice Clay, Kevin Hart, Ben Affleck, Owen Wilson, Tyler Hoechlin, Will Ferrell, Aiden Monroe, Derrick A. King, Chris Colfer, Justin Timberlake, James Kyson, Zach Gilford, Gary Cole, Tony Ray Rossi, Will Smith, Billy bob Thornton, Jason Alexander, J.B. Smoove, Brendan Fraser, Selly Morrison, Wayne Knight, Ina Fried, Corey Feldman, Burt Reynolds, and many others.

14. Thus, the MEMBERS ONLY Iconic Racer Jacket is one of the most recognizable jackets in recent history, and MEMBERS ONLY is a famous household name.

B. JR Apparel's "MEMBERS ONLY" Mark

15. JR Apparel owns U.S. Trademark Registration No. 1086489 of MEMBERS ONLY for "sport jackets, cloth jackets, leather jackets, cloth coats, leather coats, dress shirts, sweaters" in International Class 25, which was issued by the United States Patent and Trademark Office ("USPTO") on February 28, 1978, based on a date of first use of July 1, 1975. Affidavits have been filed under Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the Certificate of Registration for this mark and its status are attached as **Exhibit A**.

16. JR Apparel owns U.S. Trademark Registration No. 3915373 of MEMBERS ONLY for "Clothing, namely, men's clothing, namely, sweatpants, sweatshirts, belts, coats, golf apparel, namely, golf shirts, golf trousers, khakis, knit tops, jackets, shoes, sweaters, trousers; ladies' clothing, namely, coats, jackets, shirts; children's clothing, namely, jackets, shirts" in International Class 25, which was issued by the USPTO on February 8, 2011, based on a date of first use of 1987. Affidavits have been filed under Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the Certificate of Registration for this mark and its status are attached as **Exhibit B**.

17. JR Apparel owns U.S. Trademark Registration No. 6322461 of MEMBERS ONLY for "Clothing, namely, men's clothing, namely, hats, shorts, sleepwear, socks, underwear, and vests" in International Class 25, which was issued by the USPTO on April 13, 2021, based on a date of first use of March 31, 2019. A copy of the Certificate of Registration for this mark and its status are attached as **Exhibit C**.

18. JR Apparel owns U.S. Trademark Registration No. 6373658 of MEMBERS ONLY for "Eyeglasses, eyeglass frames, fashion eyeglasses, sunglasses" in International Class 9, which

was issued by the USPTO on June 1, 2021, based on a date of first use of November 1, 2020. A copy of the Certificate of Registration for this mark and its status are attached as **Exhibit D**.

19. JR Apparel owns U.S. Trademark Registration No. 6584262 of MEMBERS ONLY for “medical wearing apparel, namely, surgical scrub suits, surgical scrub tops, surgical scrub pants” in International Class 10, which was issued by the USPTO on December 7, 2021, based on a date of first use of August 31, 2021. A copy of the Certificate of Registration and its status are attached as **Exhibit E**.

20. JR Apparel owns U.S. Trademark Application Serial No. 90566285 of MEMBERS ONLY for “Clothing, namely, men’s clothing, namely, gloves, golf apparel, namely, golf shorts, hats, jeans, jogging suits, leggings, blazers, scarves, shorts, sleepwear, socks, suits, swimwear, ties, underwear, and vests; ladies’ clothing, namely, sweatpants, sweatshirts, belts, dresses, blouses, skirts, gloves, golf apparel, namely, golf shirts, golf shorts, golf skirts and golf trousers, hats, jeans, jogging suits, khakis, knit tops, leggings, lingerie, blazers, scarves, shoes, shorts, sleepwear, socks, suits, sweaters, swimwear, slacks, trousers, vests and headwear; children's clothing, namely, sweatpants, sweatshirts, belts, coats, dresses, blouses, skirts, gloves, golf apparel, namely, golf shirts, golf shorts, golf trousers and golf skirts, hats, jeans, knit tops, leggings, blazers, scarves, shoes, shorts, sleepwear, socks, suits, sweaters, swimwear, ties, trousers, slacks, underwear, vests, and headwear” in International Class 25, which was filed with the USPTO on March 8, 2021. A copy of the USPTO’s relevant status documents for this mark is attached as **Exhibit F**.

21. JR Apparel also owns substantial common law trademark rights associated with the mark MEMBERS ONLY, especially related to clothing.

22. JR Apparel’s MEMBERS ONLY marks and common law trademarks are collectively referred to hereinafter as the “MEMBERS ONLY Marks.”

C. Boohoo.com’s Business

23. Upon information and belief, Boohoo.com is a British online fast-fashion retailer that operates the e-commerce website us.boohoo.com.

24. Boohoo.com’s “About Us” section of its website reads, “We are a global brand for *all girls*, we believe in affordable fashion for *all*. We are the number 1 destination for *fashion* and *lifestyle* for all the occasions in your life.” (Emphasis in original).

25. Boohoo.com identifies the following categories under “Womens” on its website: “Sale, New In, All Clothing, Wedding, Plus Size Clothing, Dresses, Tops, Two Pieces, Summer, and Shoes & Accessories.” It also identifies the following categories under “Mens” on its website: “Men’s New In, Clothing, Men’s Shoes & Accessories, Plus & Tall, Men’s Collection, Men’s Activewear, Going Out, and Men’s Sale.”

26. Upon information and belief, Boohoo.com advertises and sells clothing related to New York under its website headings: “New York Outfits in Destination Wear” and “The New York Edit in Men’s Looks.” Specifically, Boohoo.com’s “New York Outfits” website section reads in pertinent part, “Headed to NYC this year? Our collection of New York City outfits has an endless number of city break options. Be a real NYC girl in jeans, a tank and classic sneakers or opt for wide-leg linen pants, sandals and a relaxed-fit shirt for a low-key look.”

27. Boohoo.com owns the following US live use-based trademark registrations:

MARK	US REGISTRATION NO.
MAN (& Design)	6171503
BOOHOO	4922264
WOMAN (& Design)	5796421
MAN (& Design)	5572505
WOMAN (& Design)	6103844
BOOHOO	3998697

28. Boohoo.com has declared under penalty of perjury that it uses each of the above-referenced marks in interstate commerce in the United States.

29. Upon information and belief, in the year ending February 28, 2023, the Boohoo Group (Boohoo.com's parent company) accumulated revenue in the UK of approximately 1.09 billion British pounds (approximately 1.4 billion USD) and revenue of roughly \$364 million in the United States.

30. Upon information and belief, Boohoo.com's eCommerce net sales in 2023 were \$545.2 million (USD).

31. Upon information and belief, Boohoo.com derives substantial revenue from interstate or international commerce.

D. Boohoo.com's Unlawful Activities

32. Upon information and belief, Boohoo.com sold, offered for sale, distributed, and/or advertised a t-shirt via its website https://us.boohoo.com/search?q=members+only&lang=en_US#BMM8707 bearing JR Apparel's MEMBERS ONLY Marks on the back of the t-shirt titled "Members Only Racer Back Print T-Shirt in Acid Wash Grey." A screenshot of Boohoo.com's "Members Only Racer Back Print T-Shirt in Acid Wash Grey," taken from its website on July 16, 2024, is shown below:



33. Upon information and belief, the above-referenced URL now returns results for Boohoo.com's "Members Club" clothing and apparel items.

34. Paragraph 14 of Boohoo.com's Terms and Conditions reads, "All and any Intellectual Property Rights in the Products shall be owned by us or our licensors."

35. On July 16, 2024, JR Apparel, through the undersigned counsel, transmitted a letter via email to Mr. Tom Kershaw, General Counsel and Company Secretary of Boohoo.com, asserting in pertinent part:

It has come to our client's attention that Boohoo.com UK Limited ("Boohoo.com") is selling, offering for sale, distributing, and/or advertising a "Members Only Racer

Back Print T-Shirt in Acid Wash Grey” in Plus and Tall sizes via its website https://us.boohoo.com/search?q=members+only&lang=en_US#BMM87074 (the “Infringing Tshirts”). Specifically, each Infringing T-shirt bears the mark MEMBERS ONLY, and our client’s registered trademark is also used in the title of each Infringing T-shirt.”

(JR Apparel’s July 16, 2023 Letter is referred to hereinafter as the “July 16th Letter”). A true and correct copy of the July 16th Letter is attached as **Exhibit G**.

36. JR Apparel also asserted in the July 16th Letter that Boohoo.com’s adoption and use of JR Apparel’s MEMBERS ONLY Marks in connection with apparel items, namely, the Infringing T-shirt, constituted trademark infringement, unfair competition, and dilution.

37. JR Apparel further asserted in the July 16th Letter:

The fact that Boohoo.com is once again using our client’s MEMBERS ONLY Marks only a few months since being placed on our notice of our client’s trademark rights reflects Boohoo.com’s deliberate intent to trade on the goodwill and superior reputation that our client has cultivated in the United States and throughout the world. . .

38. Specifically, on December 20, 2023, JR Apparel, through the undersigned counsel, transmitted a letter via email to the same Mr. Tom Kershaw, stating in pertinent part, “It has just come to our client’s attention that Boohoo.com UK Limited (‘Boohoo.com’) is selling, offering for sale, distributing, and/or advertising a ‘Tall Members Only Slogan Hoodie’ via its website https://us.boohoo.com/search?q=Members+Only&lang=en_US#GZZ66136-2 (the ‘Infringing Garment[s]’).” (JR Apparel’s December 20, 2023 Letter is referred to hereinafter as the “December 2023 Letter”). A true and correct copy of the December 2023 Letter is attached as **Exhibit H**.

39. Mr. Kershaw acknowledged receipt of both letters via emails to the undersigned counsel.

40. The Parties reached an amicable resolution regarding the objections raised in the December 2023 Letter.

41. Between July 17, 2024, and August 9, 2024, JR Apparel and Boohoo.com attempted to amicably resolve their differences regarding the objections raised in the July 16th Letter; however, no resolution has been achieved to date.

42. Upon information and belief, Boohoo.com expects or should reasonably expect the acts complained of herein to have consequences in New York, at least because Boohoo.com was on notice regarding JR Apparel's objections regarding the unauthorized use of its MEMBERS ONLY Marks on clothing based on the December 2023 Letter and JR Apparel's status as a New York limited liability company having its principal business address in New York.

FIRST CLAIM FOR RELIEF
(Federal Trademark Infringement)

43. JR Apparel repeats and realleges the allegations in paragraphs 1 through 42 as if set forth herein.

44. JR Apparel owns more than one federally registered trademark for MEMBERS ONLY in Class 025 that are valid, incontestable, and include goods similar to T-shirts.

45. JR Apparel sells T-shirts bearing the MEMBERS ONLY Marks.

46. Upon information and belief, Boohoo.com sold, offered for sale, distributed, and/or advertised through its e-commerce website T-shirts prominently featuring the MEMBERS ONLY Marks or a confusingly similar variation thereof under the title "Members Only Racer Back Print T-Shirt in Acid Wash Grey."

47. Upon information and belief, Boohoo.com first used "Members Only" in connection with the Infringing T-shirts long after JR Apparel established rights to its MEMBERS ONLY Marks relative to clothing and T-shirts.

48. Boohoo.com's use of "Members Only" in connection with its sales, offering for sale, distribution, and/or advertising of its Infringing T-shirts is likely to cause confusion, mistake,

and deception among consumers, including but not limited to those residing in New York, as to the origin of Boohoo.com's Infringing T-shirts and is likely to deceive the public into believing that the Infringing T-shirts sold, offered for sale, distributed, and/or advertised by Boohoo.com originated from, are associated with, and/or are authorized by JR Apparel.

49. Boohoo.com's acts were without JR Apparel's license, permission, and/or authorization.

50. Boohoo.com's conduct, as set forth above, constitutes an infringement of at least JR Apparel's Class 025 federally registered MEMBERS ONLY Marks under 15 U.S.C. § 1114.

51. Upon information and belief, Boohoo.com's use of the same or a confusingly similar variation of JR Apparel's MEMBERS ONLY Marks constitutes a knowing, purposeful, and/or willful infringement of JR Apparel's trademark rights.

52. JR Apparel has no adequate remedy at law, and if Boohoo.com's complained-of actions are not enjoined, JR Apparel will continue to suffer irreparable harm and injury to its goodwill and reputation as symbolized by the MEMBERS ONLY Marks.

SECOND CLAIM FOR RELIEF
(Federal Unfair Competition)

53. JR Apparel repeats and realleges the allegations in paragraphs 1 through 52 as if set forth herein.

54. Boohoo.com's use of the MEMBERS ONLY Marks in connection with its sales, offering for sale, distribution, and/or advertising of identical, overlapping, and/or highly similar clothing items relative to the clothing items sold by JR Apparel bearing its MEMBERS ONLY Marks is likely to cause confusion, or to cause mistake, to deceive consumers, including but not limited to those residing in New York, as to the affiliation, connection, or association between Boohoo.com and JR Apparel, or is likely to cause confusion, or to cause mistake, or to deceive the

public as to the origin, sponsorship, or approval of Boohoo.com's Infringing T-shirts or commercial activities by JR Apparel.

55. Boohoo.com's complained-of acts were without JR Apparel's license, permission, and/or authorization.

56. Boohoo.com's complained-of acts constitute a violation of Section 43(a) of the Lanham Act 15 U.S.C. § 1125(a).

57. Upon information and belief, Boohoo.com committed such acts willfully, knowingly, and/or maliciously in conscious disregard of JR Apparel's trademark rights, particularly given its receipt and acknowledgment of the December 2023 Letter.

58. Boohoo.com's complained-of acts have caused, and unless restrained by this Court, will continue to cause irreparable injury to JR Apparel's intellectual property and business.

59. JR Apparel has no adequate remedy at law, and if Boohoo.com's complained-of actions are not enjoined, JR Apparel will continue to suffer irreparable harm and injury to its goodwill and reputation as symbolized by the MEMBERS ONLY Marks.

THIRD CLAIM FOR RELIEF
(Federal Trademark Dilution)

60. JR Apparel repeats and realleges the allegations of paragraphs 1 through 59 as if set forth herein.

61. The MEMBERS ONLY Marks were distinctive and famous long before Boohoo.com first used "Members Only" in connection with its sales, offering for sale, distributing, and/or advertising of the Infringing T-shirts.

62. The MEMBERS ONLY Marks have received extensive publicity and unsolicited third-party recognition, and MEMBERS ONLY is a household name.

63. JR Apparel licenses the MEMBERS ONLY Marks only to licensees who agree to use the marks in a particular manner, and any dilution of that use is harmful to the MEMBERS ONLY Marks and JR Apparel, which derives significant revenue based on the goodwill associated with the MEMBERS ONLY Marks.

64. Boohoo.com's complained-of acts have diluted the distinctive quality of the MEMBERS ONLY Marks in violation of 15 U.S.C. § 1125(c).

65. Upon information and belief, Boohoo.com's dilution of JR Apparel's famous MEMBERS ONLY Marks was knowing and willful.

66. JR Apparel has no adequate remedy at law, and if Boohoo.com's complained-of actions are not enjoined, JR Apparel will continue to suffer irreparable harm and injury to its goodwill and reputation as symbolized by the MEMBERS ONLY Marks.

FOURTH CLAIM FOR RELIEF
(NY State Injury to Business Reputation; Dilution)

67. JR Apparel repeats and realleges the allegations of paragraphs 1 through 66 as if set forth herein.

68. Boohoo.com's knowingly and in bad faith actions complained of herein have injured JR Apparel's business reputation and diluted the distinctive quality of JR Apparel's MEMBERS ONLY Marks, violating JR Apparel's rights under New York General Business Law § 360-L.

69. Boohoo.com's violations of New York General Business Law § 360-L have caused injury to JR Apparel.

70. Boohoo.com's violations of New York General Business Law § 360-L have caused, and if not enjoined, will continue to cause JR Apparel to sustain irreparable harm, for which JR Apparel has no adequate remedy at law.

FIFTH CLAIM FOR RELIEF

(Common Law Trademark Infringement and Unfair Competition)

71. JR Apparel repeats and realleges the allegations of paragraphs 1 through 70 as if set forth herein.

72. Boohoo.com's use of JR Apparel's MEMBERS ONLY Marks in connection with the Infringing T-shirts is misleading and unlawful. Such actions may have and/or likely will deceive consumers by creating a false impression that Boohoo.com's Infringing T-shirts are affiliated with or made by JR Apparel and, therefore, constitute unfair competition under New York State common law.

73. Boohoo.com's violations of New York State common law have caused injury to JR Apparel.

74. Boohoo.com's violations of New York State common law, if not enjoined, will continue to cause JR Apparel to sustain irreparable damage and injury, for which it has no adequate remedy at law.

75. As a direct and proximate result of Boohoo.com's purposeful and bad-faith actions, JR Apparel has suffered damages in an amount to be determined at trial. Moreover, unless Boohoo.com is restrained, JR Apparel will continue to suffer irreparable harm.

PRAYER FOR RELIEF

WHEREFORE, JR Apparel demands judgment against Boohoo.com as follows:

A. Boohoo.com and all of its agents, officers, employees, representatives, successors, assigns, attorneys, and all other persons acting for, with, by, through, or under authority from Boohoo.com or in concert or participation with Boohoo.com, and each of them, be enjoined both preliminarily and permanently from:

1. using JR Apparel's MEMBERS ONLY Marks or any other confusingly similar name, mark, or indicia of source;
2. manufacturing, producing, selling, importing, exporting, distributing, advertising, promoting, displaying, or otherwise exploiting the Infringing T-shirts;
3. committing any other acts that infringe or dilute JR Apparel's MEMBERS ONLY Marks or unfairly compete with JR Apparel; and
4. committing any other acts calculated or likely to cause consumers to believe that Boohoo.com or its goods or services are in any way affiliated, connected, associated, originated from, sponsored, and/or approved by JR Apparel.

B. Boohoo.com be ordered under 15 U.S.C. § 1118 to deliver to JR Apparel for destruction all units of the Infringing T-shirts and all materials (including without limitation all tangible advertisements, promotional materials, brochures, signs, displays, packaging, labels, and/or website materials) within its possession, custody or reasonable control, either directly or indirectly, that display or incorporate images of the Infringing T-shirts;

C. Boohoo.com be ordered under 15 U.S.C. § 1116 to file with the Court and serve on the undersigned counsel within thirty (30) days after the entry of final judgment, a report in writing and under oath setting forth in detail the manner and form in which they have complied with paragraphs A and B above;

D. Boohoo.com be ordered under 15 U.S.C. § 1117(a) to account to JR Apparel for all its gains, profits, and advantages derived from its sales of the Infringing T-shirts;

E. Based on Boohoo.com's willful violation of JR Apparel's MEMBERS ONLY Marks, the damages award be trebled, and the award of Boohoo.com's profits be enhanced under 15 U.S.C. § 1117(a);

F. Boohoo.com be required under 15 U.S.C. § 117(a) to pay JR Apparel its costs and reasonable attorneys' fees incurred in this action;

G. JR Apparel be awarded prejudgment and post-judgment interest on all monetary awards; and

H. JR Apparel be awarded such other and further relief as the Court may deem reasonable and just.

JURY DEMAND

JR Apparel respectfully demands a trial by jury on all issues that are so triable.

Dated: White Plains, New York
August 14, 2024

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JR Apparel World LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document is being served via the Court's CM-ECF system on August 14, 2024.

Dated: White Plains, New York

TADDONIO LAW PLLC

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